



**1. FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

If you pay late, we may also take the steps described below.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
- You do not pay any payment on time;
  - You give false, incomplete, or misleading information on a credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.
- The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs the law permits. If the vehicle is primarily for personal, family, or household use and the cash price is \$10,000 or less, the maximum attorney's fee you will pay will be \$100 plus 10% of the excess over \$500 of the amount due when we hire the attorney.

d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle as the law allows. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

**4. WARRANTIES SELLER DISCLAIMS**

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

**5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.**

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**6. Servicing and Collection Contacts.**

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

**7. Applicable Law**

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

**ARBITRATION PROVISION****PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**

3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 ([www.adr.org](http://www.adr.org)), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller/Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$2000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be enforceable.

# CERTIFICATE OF TITLE

PREFIX 1 IDENTIFICATION NUMBER WBANV 13598 CZ531 07 SUFFIX Z YEAR 2008 MAKE BMW MODEL 520 BODY TYPE 4 DR.

TYPE OF TITLE STANDARD DUPLICATE NO. 8 COLOR/MTL/HP WHT DEALER I.D. 2 FUEL MILEAGE 71204 A STATUS

OWNER(S)  
JOSEPH J ENNIS JR  
28 MARLTON AVE.  
GIBBSBORO NJ 08026 1217

F-FLOOD S-SALVAGE  
P-POLICE T-TAXI  
L-LEMON LAW  
A-ACTUAL MILEAGE  
N-NOT THE ACTUAL MILEAGE  
M-MILEAGE EXCEEDS THE MECHANICAL LIMITS

NUMBER OF OWNERS: 1

NUMBER OF LIENHOLDERS

OWNER DL/CS

I, CHIEF ADMINISTRATOR OF THE MOTOR VEHICLE COMMISSION, OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT EVIDENCE OF THE STATE OF NEW JERSEY, OF THE DESCRIBED ARTICLE, HAS BEEN RECORDED AND FILED WITH ME, AND I DO HEREBY ISSUE THIS CERTIFICATE OF OWNERSHIP SUBJECT TO SECURITY AGREEMENT OR LIEN, IF ANY AS STATED.

SIGNATURE

State of New Jersey  
MOTOR VEHICLE COMMISSION

CONTROL NUMBER

DATE

LIEN RELEASED BY:

SIGNATURE

TITLE

DATE

DATE

11-17-2014

LIEN RELEASED BY:

SIGNATURE

TITLE

DATE

SECOND LIENHOLDER

FIRST LIENHOLDER

EXETER FINANCE CORP  
PO BOX 166008  
IRVING TX 75016

SECOND RELEASE

FIRST RELEASE

ISM/SS-1 (R9/10)

HM

ALTERATION OR ERASURE VOIDS THIS TITLE.

KEEP IN SAFE PLACE

VOID IF ALTERED

# N.A.D.A. Official Used Car Guide Vehicle Valuation

Print Date: October 22, 2019

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Customer: Ennis, Joseph

File No.: [REDACTED]

Vehicle Description: 2008 BMW 5 Series Sedan 4D 528xi AWD

VIN: WBANV13598CZ53107

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## Base Values

Retail: \$ 6250.00

Wholesale/Trade-in: \$ 4175.00

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## Optional Equipment/Adjustments

Estimated Miles 142500 \$ 0.00

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## Total Adjusted N.A.D.A. Used Car Guide Values

Retail: \$ 6250.00

Retail/Wholesale Average: \$ 5212.50

Reference 10/2019 Eastern



# Statement of Account

10/13/2019

PO Box 166008 // Irving, TX 75016

JOSEPH J ENNIS JR

54 WAYSIDE RD

BERLIN, NJ, 080091348

Account Number:

Beginning Principal Balance: \$17,502.84

Outstanding Principal: \$3,068.50

Outstanding Interest: \$100.76

Outstanding Fees: \$120.00

Total Outstanding Balance: \$3,289.26

Process Date	Description	Total Amount Paid	Interest Amount	Principal Amount	Late Fee Amount	Misc. Amount	Other Amount	Over Payment Amount	Principal Balance Amount
12/10/14	Payment Received - Thank you	\$498.45	\$338.06	\$160.39	-	-	-	-	\$17,342.45
01/15/15	Payment Received - Thank you	\$498.45	\$401.97	\$96.48	-	-	-	-	\$17,245.97
02/16/15	Payment Received - Thank you	\$498.45	\$355.31	\$143.14	-	-	-	-	\$17,102.83
03/11/15	Payment Received - Thank you	\$498.45	\$242.25	\$256.20	-	-	-	-	\$16,846.63
04/13/15	Payment Received - Thank you	\$498.45	\$368.78	\$129.67	-	-	-	-	\$16,716.96
05/12/15	Payment Received - Thank you	\$498.45	\$312.13	\$186.32	-	-	-	-	\$16,530.64
06/20/15	Fee Assessed.		-	-	(\$10.00)	-	-		\$16,530.64
06/29/15	Payment Received - Thank you	\$508.45	\$498.45	-	\$10.00	-	-	-	\$16,530.64
07/09/15	Payment Received - Thank you	\$498.45	\$118.84	\$379.61	-	-	-	-	\$16,151.03
08/10/15	Payment Received - Thank you	\$498.45	\$332.76	\$165.69	-	-	-	-	\$15,985.34
09/17/15	Payment Received - Thank you	\$498.45	\$391.09	\$107.36	-	-	-	-	\$15,877.98
10/12/15	Payment Received - Thank you	\$498.45	\$255.57	\$242.88	-	-	-	-	\$15,635.10
11/12/15	Payment Received - Thank you	\$498.45	\$312.06	\$186.39	-	-	-	-	\$15,448.71
12/18/15	Payment Received - Thank you	\$498.45	\$358.07	\$140.38	-	-	-	-	\$15,308.33
01/18/16	Payment Received - Thank you	\$498.45	\$295.25	\$203.20	-	-	-	-	\$15,105.13
02/15/16	Payment Received - Thank you	\$498.45	\$281.27	\$217.18	-	-	-	-	\$14,887.95
03/14/16	Payment Received - Thank you	\$498.45	\$267.65	\$230.80	-	-	-	-	\$14,657.15
04/18/16	Payment Received - Thank you	\$500.00	\$329.39	\$170.61	-	-	-	-	\$14,486.54
05/18/16	Payment Received - Thank you	\$496.90	\$279.04	\$217.86	-	-	-	-	\$14,268.68
06/20/16	Payment Received - Thank you	\$498.45	\$302.34	\$196.11	-	-	-	-	\$14,072.57
07/18/16	Payment Received - Thank you	\$498.45	\$252.99	\$245.46	-	-	-	-	\$13,827.11
08/20/16	Payment Received - Thank you	\$498.45	\$292.98	\$205.47	-	-	-	-	\$13,621.64
09/20/16	Fee Assessed.		-	-	(\$10.00)	-	-		\$13,621.64
09/24/16	Payment Received - Thank you	\$498.45	\$306.11	\$192.34	-	-	-	-	\$13,429.30
10/20/16	Fee Assessed.		-	-	(\$10.00)	-	-		\$13,429.30
10/21/16	Payment Received - Thank you	\$508.45	\$232.82	\$265.63	\$10.00	-	-	-	\$13,163.67
11/19/16	Payment Received - Thank you	\$508.45	\$245.11	\$253.34	\$10.00	-	-	-	\$12,910.33
12/20/16	Fee Assessed.		-	-	(\$10.00)	-	-		\$12,910.33
12/24/16	Payment Received - Thank you	\$498.45	\$290.13	\$208.32	-	-	-	-	\$12,702.01
01/20/17	Fee Assessed.		-	-	(\$10.00)	-	-		\$12,702.01
01/27/17	Payment Received - Thank you	\$518.45	\$277.87	\$240.58	-	-	-	-	\$12,461.43
02/18/17	Payment Received - Thank you	\$498.45	\$176.51	\$321.94	-	-	-	-	\$12,139.49

Exhibit D



03/17/17	Payment Received - Thank you	\$498.45	\$211.03	\$287.42	-	-	-	-	\$11,852.07
04/18/17	Payment Received - Thank you	\$498.45	\$244.18	\$254.27	-	-	-	-	\$11,597.80
05/20/17	Fee Assessed.		-	-	(\$10.00)	-	-	-	\$11,597.80
05/23/17	Payment Received - Thank you	\$508.45	\$261.35	\$247.10	-	-	-	-	\$11,350.70
06/20/17	Fee Assessed.		-	-	(\$10.00)	-	-	-	\$11,350.70
07/01/17	Payment Received - Thank you	\$478.75	\$285.01	\$193.74	-	-	-	-	\$11,156.96
07/19/17	Payment Received - Thank you	\$500.00	\$129.30	\$370.70	-	-	-	-	\$10,786.26
08/11/17	Payment Received - Thank you	\$498.45	\$159.72	\$338.73	-	-	-	-	\$10,447.53
09/20/17	Fee Assessed.		-	-	(\$10.00)	-	-	-	\$10,447.53
09/23/17	Payment Received - Thank you	\$526.60	\$289.24	\$237.36	-	-	-	-	\$10,210.17
10/12/17	Payment Received - Thank you	\$508.45	\$124.90	\$383.55	-	-	-	-	\$9,826.62
11/15/17	Payment Received - Thank you	\$498.45	\$215.11	\$283.34	-	-	-	-	\$9,543.28
12/15/17	Payment Received - Thank you	\$498.45	\$184.33	\$314.12	-	-	-	-	\$9,229.16
01/15/18	Payment Received - Thank you	\$498.45	\$184.20	\$314.25	-	-	-	-	\$8,914.91
02/20/18	Fee Assessed.		-	-	(\$10.00)	-	-	-	\$8,914.91
02/24/18	Payment Received - Thank you	\$498.45	\$229.59	\$268.86	-	-	-	-	\$8,646.05
03/20/18	Fee Assessed.		-	-	(\$10.00)	-	-	-	\$8,646.05
03/22/18	Payment Received - Thank you	\$498.45	\$144.74	\$353.71	-	-	-	-	\$8,292.34
04/20/18	Payment Received - Thank you	\$518.45	\$154.82	\$363.63	-	-	-	-	\$7,928.71
05/20/18	Fee Assessed.		-	-	(\$10.00)	-	-	-	\$7,928.71
05/21/18	Payment Received - Thank you	\$508.45	\$158.25	\$350.20	-	-	-	-	\$7,578.51
06/20/18	Fee Assessed.		-	-	(\$10.00)	-	-	-	\$7,578.51
06/29/18	Payment Received - Thank you	\$498.45	\$190.30	\$308.15	-	-	-	-	\$7,270.36
07/20/18	Fee Assessed.		-	-	(\$10.00)	-	-	-	\$7,270.36
07/27/18	Payment Received - Thank you	\$518.45	\$131.06	\$387.39	-	-	-	-	\$6,882.97
08/20/18	Fee Assessed.		-	-	(\$10.00)	-	-	-	\$6,882.97
08/24/18	Payment Received - Thank you	\$498.45	\$124.08	\$374.37	-	-	-	-	\$6,508.60
09/20/18	Fee Assessed.		-	-	(\$10.00)	-	-	-	\$6,508.60
09/22/18	Payment Received - Thank you	\$508.45	\$121.53	\$386.92	-	-	-	-	\$6,121.68
10/20/18	Fee Assessed.		-	-	(\$10.00)	-	-	-	\$6,121.68
11/07/18	Fee Waived.		-	-	\$10.00	-	-	-	\$6,121.68
11/16/18	Payment Received - Thank you	\$500.00	\$216.77	\$283.23	-	-	-	-	\$5,838.45
12/28/18	Payment Received - Thank you	\$500.00	\$157.88	\$342.12	-	-	-	-	\$5,496.33
01/25/19	Payment Received - Thank you	\$500.00	\$99.08	\$400.92	-	-	-	-	\$5,095.41
03/08/19	Payment Received - Thank you	\$600.00	\$137.79	\$462.21	-	-	-	-	\$4,633.20
04/10/19	Payment Received - Thank you	\$498.45	\$98.44	\$400.01	-	-	-	-	\$4,233.19
05/20/19	Payment Received - Thank you	\$498.45	\$109.02	\$389.43	-	-	-	-	\$3,843.76
07/01/19	Payment Received - Thank you	\$498.45	\$103.94	\$394.51	-	-	-	-	\$3,449.25
08/23/19	Payment Received - Thank you	\$498.45	\$117.70	\$380.75	-	-	-	-	\$3,068.50

NOTICE: If you are entitled to the protections of the United States Bankruptcy Code (11 U.S.C. §§ 362; 524) regarding the subject matter of this letter, the following applies to you:**THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT, ASSESS, OR RECOVER A CLAIM IN VIOLATION OF THE BANKRUPTCY CODE AND IS FOR INFORMATIONAL PURPOSES ONLY.**